

FILED

DEC 18 2024

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY REN DEPUTY

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

Thomas-Vincent: Rux a living man
presenting Sui Juris

Plaintiff

v.

Carl Arthur Smart, a living man

Defendant

Civil Action No.

5:24-cv-00577-JKP-ESC

AMENDED COMPLAINT

PLAINTIFF'S AMENDED COMPLAINT

NOW COMES Thomas-Vincent: Rux, a living man, Texan and one of the people, files this Counterclaim as the plaintiff, complaining on Carl Arthur Smart the living man as the defendant. Carl has trespassed and encroached against me on a lawsuit claiming to represent WELLS FARGO BANK, NA, without giving me the opportunity to verify and validate the alleged debt. Carl Smart has provided no proof that he is not impersonating WELLS FARGO BANK, NA. Carl Smart has not provided any proof of consideration on this alleged debt, and has not shown the Balance Sheet listing this alleged debt on WELLS FARGO as a liability.

Amended Complaint
Civil Action No. 5:24-cv-00577-JKP-ESC

c/o Thomas: [Rux]
225 Old Ingram Loop, #9
Ingram, Texas [78025]
830-353-7757 rux_tom@yahoo.com

Their paperwork does not even have a signed contract by me, only records which as far as I'm concerned they could have bought or come across by nefarious means. This debt has been paid off and I am submitting this as an amendment to my original complaint.

I. PARTIES IN THIS COMPLAINT

Plaintiff: Thomas-Vincent: Rux
 Name
225 Old Ingram Loop, #9
 Street Address
Kerr, Ingram, Texas [78025]
 County, City State Zip Code
830-353-7757 rux_tom@yahoo.com
 Phone Email

Defendant: Carl Arthur Smart
 Name
3541 Silverado Trail
 Street Address
Denton, Roanoke, Texas [76262]
 County, City State Zip Code
469-877-6508 csmart@wslawpe.com
 Phone Email

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II. BASIS FOR JURISDICTION

FEDERAL QUESTION – VIOLATIONS

§807 – False or misleading representations

§808 – Unfair Practices

§809 – Validation of debts

31 U.S Code §3729 – False Claims

Breach of Encroachment – An intrusion on a persons territory, rights, etc.

Trespass – To commit an unlawful injury to the person, property or rights of another, with actual or implied force or violence, especially to enter onto another's land wrongfully.

In violation of FDCPA Regulations listed above

III. VENUE

The court can hear cases arising out of Ingram, Texas.

Under 28 U.S.C. §1391, this is the right court to file this lawsuit if: (1) All defendants live in the state AND at least one of the defendants lives in this district; OR (2) A substantial part of the events you are suing about happened in this district; OR (3) a substantial part of the events you are suing is located in this district OR (4) You are suing the U.S. Government or a federal agency or official in their official capacities and you live in this district.

Venue is appropriate in this court because no notice was given to me that they can provide under proof of claim which violates my rights and meets the standard on the above stated for venue.

These are unfair practices being used against me on this alleged debt he claims I owe. I have done Carl no harm, I do not know him personally, and I don't understand why he is coming after me on Case No. 24267A in the District Court.

Therefore I, Thomas Rux am therefore bringing forth this lawsuit to Federal Court which handled complaints for unfair collection practices under FDCPA.

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IV. STATEMENT OF CLAIM

In considering whether the complaint is sufficient to state a claim, the court must accept as true all of the factual allegations contained in the complaint. *Ashcroft v. Iqbal*, 129 S.Ct. 1937, 149 (2009). A claim is facially plausible when it “allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Iqbal*, 129 S.Ct. at 1949.”\

For the basis of my claim in this amended complaint, I feature the in Justice Court, State of Minnesota County of Scott Township of Credit River - Justice Martin V. Mahoney - First National Bank of Montgomery, Plaintiff. Vs. Jerome Daly Defendant.

As a basis for my claim, I will use the action that came on before the Court and a Jury of 12 on December 7, 1968 at 10:00 am. Plaintiff appeared by its President Lawrence V. Morgan and was represented by its

Counsel R. Mellby. Defendant appeared, Jerome Daly on his own behalf. A Jury of Talesmen were called, impaneled and sworn to try the issues in the Case. Lawrence V. Morgan was the only witness called for Plaintiff, and Defendant testified as the only witness in his own behalf.

Plaintiff brought this as a Common Law action for the recovery of the possession of Lot 19 Fairview Beach, Scott County, Minn. Plaintiff claimed title to the Real Property in question by foreclosure of a Note and Mortgage Deed dated May 8, 1964, which Plaintiff claimed was in default at the time foreclosure proceedings were started.

Defendant appeared and answered that the Plaintiff *created the money and credit upon its own books by bookkeeping entry as the consideration* for the Note and Mortgage of May 8, 1964 and alleged failure of the consideration for the Mortgage Deed and alleged that the Sheriffs sale passed no title to plaintiff. *What consideration was provided by Wells Fargo which is required in a legal and lawful contract from Wells Fargo? This is new information based on my claim that Wells Fargo provided nothing, and in fact Wells Fargo is not the actual party but Carl Smart who is impersonating Wells Fargo and this will be proven during the discovery period.*

The issues tried to the Jury were whether there was a lawful consideration and whether Defendant had waived his rights to complain about the consideration, having paid on the Note for almost 3 years.

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Mr. Morgan admitted that all of the money or credit which was used as a consideration was created upon their books, that this was standard banking practice exercised by their bank in combination with the Federal Reserve Bank of Minneapolis, another private Bank, further that he knew of no United States Statute or Law that gave the Plaintiff the authority to do this. Plaintiff further claimed that Defendant by using the ledger book created credit and by paying on the Note and Mortgage waived any right to complain about the Consideration and that the Defendant was estopped from doing so.

At 12:15 on December 7, 1968 the Jury returned a unanimous verdict for the Defendant. Now therefore, by virtue of the authority vested in pursuant to the Declaration of Independence, the Northwest Ordinance of 1787, the Constitution of United States and the Constitution and the laws of the State of Minnesota not inconsistent therewith ;

Therefore it was ordered, adjudged and decreed:

1. That the Plaintiff is not entitled to recover the possession of Lot 19, Fairview Beach, Scott county, Minnesota according to the Plat thereof on file in the Register of Deeds office.
2. That because of failure of a lawful consideration the Note and Mortgage dated May 8, 1964 are null and void. Where is the lawful consideration in my case? To date I have not seen it. Not even a signed contract.
3. That the Sheriffs sale of the above-described premises held on June 26, 1967 is null and void, of no effect.
4. That the Plaintiff has no right title or interest in said premises or lien thereon as is above described.

The issues in this case were simple. There was no material dispute of the facts for the Jury to resolve. I conclude there is no material dispute of the facts in why I was sued in district court and therefore am defending myself in this counter-claim.

Plaintiff in Daley's case admitted that it, in combination with the federal Reserve Bank of Minneapolis, which are for all practical purposes, because of their interlocking activity and practices, and both being Banking Institutions Incorporated under the Laws of the United States, are in the Law to be treated as one *and the same Bank, did create the entire \$14,000.00 in money*

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or credit upon its own books by bookkeeping entry. That this was the Consideration used to support the Note dated May 8, 1964 and the Mortgage of the same date. The money and credit first came into existence when they created it. Mr. Morgan admitted that no United States Law Statute existed which gave him the right to do this. A lawful consideration must exist and tendered to support the Note. See *Anheuser-Busch Brewing Company v. Emma Mason*, 44 Minn. 318, 46 N.W. 558. The Jury found that there was no consideration and I agree. Only God can create something of value out of nothing. What value and consideration was provided through Wells Fargo?

Plaintiffs act of creating credit is not authorized by the Constitution and Laws of the United States, is unconstitutional and void, and is not a lawful consideration in the eyes of the Law to support any thing or upon which any lawful right can be built. How do I know I was not frauded in this capacity on this alleged debt there is no proof on other than past records?

It has never been doubted that a Note given on a Consideration which is prohibited by law is void. It has been determined, independent of Acts of Congress, that sailing under the license of an enemy is illegal. The emission of Bills of Credit upon the books of these private Corporations for the purpose of private gain is not warranted by the Constitution of the United States and is unlawful. See: *Craig v. Missouri*, 4 Peters Reports 912. This Court can tread only that path which is marked out by duty.

The above Judgment was entered by the Court on December 9, 1968. The issue there was simple - Nothing is the law gave the Banks the right to create money on their books. The Decision is addressed to the legality of these Notes and the Federal Reserve System. The Cases of *Edwards v. Kearzey* and *Craig vs. Missouri* set out in the decision should be studied very carefully as they bear on the inviolability of Contracts.

In my case and in this amendment I would argue that no consideration was given. No proof has been provided that Carl Smart isn't impersonating WELLS FARGO. Many people are being swindled in this system by these so-called attorneys that are merely debt collectors and not being forthright in these lawsuits against people, where the debt was already paid off.

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**FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND
DETERMINATION FOR BASIS OF CLAIM.**

1. That the Federal Reserve Banking Corporation, is a United States Corporation with twelve (12) banks throughout the United States, including New York, Minneapolis and San Francisco. That the First National Bank of Montgomery is also a United States Corporation incorporated and existing under the laws of the United States and is a member of the Federal Reserve System.
2. That because of the interlocking control activities, transactions and practices, the Federal Reserve Banks and the National Banks are for all practical purposes, in the law, one and the same bank.
3. As is evidenced from the book: "The Federal Reserve System; Its Purposes and Functions,"; (1st Ed.) pages 74 to 78 and 177 and 180, put out by the Board of Governors of the Federal Reserve System, Washington, D.C., 1963, and from other evidence adduced herein, the said Federal Reserve Banks and National Banks create money and credit upon their books and exercise the ultimate prerogative of expanding and reducing the supply of money or credit in the United States. See especially page 75 of the Manual.

This creation of money or credit upon the Books of the Banks constitutes the creation of fiat money by bookkeeping entry.

Ninety percent or more of the credit never leaves the books of the Banks as the Banks produce no specie as backing. In the discovery period since I have not been able to inspect what I have asked for would like to see Wells Fargo's Balance sheet that shows this debt allegedly owed by me as a liability. That consideration was provided.

When the Federal Reserve Banks and National Banks acquire United States Bonds and Securities, State Bonds and Securities, State Subdivision Bonds and Securities, mortgages on private Real property and mortgages on private personal property, the said banks create the money and credit upon their books by bookkeeping entry. The first time that the money comes into existence is when they create it on their bank books

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by bookkeeping entry. The banks create it out of nothing. No substantial fund of gold or silver is back of it, or any fund at all.

Mr. Morgan appeared at the trial on December 7, 1969 and appeared as a witness to be candid, open, direct, experienced and truthful. He testified to 20 years of experience with the Bank of America in Los Angeles, the Marquette National Bank of Minneapolis and the Plaintiff in this case. He seemed to be familiar with the operations of the Federal Reserve System. **He freely admitted that his Bank created all of the money or credit upon its books with which it acquired the Note and Mortgage of May 8, 1964. The credit first came into existence when the Bank created it upon its books.** Further he freely admitted that no United States Law gave the bank the authority to do this. There was obviously no lawful consideration for the Note. **The Bank parted with absolutely nothing except a little ink.** In this case the evidence was on January 22, 1969 that the Federal Reserve Banks obtain the Notes for the cost of the printing only. This seems to be confirmed by Title 12 USC, Section 420. The cost is about 9/10ths of a cent per Note, regardless of the amount of the Note. The Federal Reserve Banks create all of the Money and Credit upon their books by bookkeeping entry by which they acquire United States and State Securities. The collateral required to obtain the Notes is, by Section 412, USC, Title 12, a deposit of a like amount of Bonds, Bonds which the Banks acquired by creating money and credit by bookkeeping entry.

No rights can be acquired by fraud. The Federal Reserve Notes are acquired through the use of unconstitutional statutes and fraud. Fraud is being committed with these false claims and I am being injured in the process, which is why this complaint against is being brought forth in Federal Court against the Defendant.

FACTS:

I, Thomas Rux a living flesh and blood man, do hereby file this lawsuit presenting myself "Sui Juris" against Carl Smart the living flesh and blood man.

The Defendant, Carl Smart with WADDELL, SERAFINO, GEARY RECHNER

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JENEVEIN, P.C. is using their legal entity corporation as a veil and filed a lawsuit against the legal name THOMAS RUX that I represent and have control of. THOMAS RUX is a U.S. Person – defined as 26 USC §7701(a)(30). I control the birth certificate of this legal entity name; however, I am not that legal entity name on this lawsuit. I am merely a living, flesh and blood man.

I am entitled to verifying and validating the debt under the Truth in Lending Act pursuant to 15 USC §§ 1601-1667 (full disclosure). I have a right to know who the true party/parties of interest in this transaction are and VALIDATE this information. This did not happen as nothing was sent to me at any time before receiving the lawsuit, and that is why I am bringing this lawsuit and counterclaim to Federal Court.

Because of this encroachment against the legal entity name I control against THOMAS V. RUX from Carl Smart whom I have never met before and do not know personally, naming WELLS FARGO BANK, NA, as the Plaintiff without proper VALIDATION or VERIFICATION, I, the living man Thomas Rux will be answering the court with this Summons and Complaint to notify them of the false claims taking place against me. He has provided no evidence of who he is in relation to WELLS FARGO BANK, NA and I believe I am a victim and looking for remedy.

Because I believe I personally as a man, am the victim of fraud, false claims, and have been severely encroached upon and harmed by the defendant.

Also with the basis of my claim and consideration being required by law, the defendant must prove that consideration was provided with WELLS FARGO which to date has not taken place. In the discovery period this will be brought forth and prove that Carl Smart is impersonating WELLS FARGO.

I have included my Affidavit of Truth, testifying to the fact under oath that I at no time had any correspondence with the defendant to be given any opportunity to verify and validate the debt, and there was no due process which has caused undue stress during this time.

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RELIEF

The relief I want the court to order for damages is in the amount of \$35,477.88.

Due to the above-mentioned violations including:

1. False & Leading Misrepresentations
2. Unfair Practices.
3. Failure to verify and validate debt per Truth and Lending Laws.
4. Trespass and
5. Encroachment on me as a living man.

I am praying for judgment against Carl Arthur Smart the living man for the following amounts:

\$28,477.88 Alleged Amount Owed

\$ 1,000.00 Statutory Damages/paper/copies/time spent

\$ 5,000.00 Emotional Distress due to this trespass and encroachment

\$35,477.88 Total for Lawsuit against Carl Arthur Smart

V. CLOSING

I Thomas-V: Rux, by signing below certify to the best of my knowledge, information, and belief that this complaint (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existed law or by nonfrivolous argument for extending or modifying existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide Clerk's Office with any changes to my address where case-related

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papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

12-17-2024

Dated



Plaintiff's Signature

Rux, Thomas, V

Printed Name (Last, First, MI)

225 Old Ingram loop #9

Address

Ingram

City

Tx

State

78025

Zip

830-353-7757

Telephone Number

rux-Tom@yahoo.com

Email Address

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Thomas Rios
22501th Avenue North
Ingram, TX 78026

Clerks des District Court
Western District of Texas
262 West Nevada Street
San Antonio, TX 78207

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